Bill's Liber O National Grievance Committee Union Chairman: Employer Chairman: James R. Hoffa C. G. Zwingle 25 Louisiana Ave., N.W. Executive Bldg., Suite 848 Washington, D. C. RECEIVED 1030 Fifteenth Street, N.W. Washington, D. C. NOV 15 1985 November 9, 1965 Local Unions and Employers, parties to the National Master Freight Agreement Procedure governing subcontracting grievances Gentlemen: The National Grievance Committee has adopted a uniform procedure to expedite the processing of subcontracting grievances in accordance with the provisions of Section 2 of the recently negotiated Article 32 (Subcontracting) of the National Master Freight Agreement. Article 32, Section 2 states: "Section 2. Grievances Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding." To gather pertinent information for the National Grievance Committee the subcontracting procedure adopted is as follows: "Procedure Governing Subcontracting Grievances Those grievances arising under Article 32 (Subcontracting) of the National Master Freight Agreement, shall be first submitted to the appropriate Joint Area 17 call ( 30 17

(Conference) Committee\* for the purpose of compiling all pertinent evidence and testimony.

The evidence and testimony so compiled shall then be forwarded to the union and employer secretaries of the National Grievance Committee.

The parties\*\* shall not, by this procedure, be precluded from disposing of and settling subcontracting grievances at any time, consistent with the provisions of the Agreement and the decisions of the National Grievance Committee."

\*Note: Where the applicable Supplemental Contract does not provide for a Joint Area (Conference) grievance level, such as the Carolina Supplement, the state grievance committee shall make the required compilations of evidence and testimony.

\*\*Note: "The parties" refers to the company and local unions involved in the grievance.

Very truly yours,

Union Committee Secretary

Employer Committee Secretary

## MINUTES OF MEETING

### UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

#### AND

### REPRESENTATIVES OF LOCAL UNIONS

Monday - November 8, 1965, at 10:00 A.M.

Monterey Room of the Sir Francis Drake Hotel

### San Francisco, California

The meeting was called to order at 10:00 A.M., Monday, November 8, 1965, by Joseph Diviny, Chairman.

1. Roll call of the Union members of the Joint Western Area Committee showed the following members present:

George King
George Rohrer
Verne Milton
Bernard Volkoff
Harry Bath
Fullmer Latter

Ted Merrill
John LaNear
Gene Shepherd
Bill Waggoner
Art Trimble
Guy Downing

- 2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, August9, 1965, were approved as mailed with the following correction. "Local 741 has the National Master and Western States Area O-T-R- only signed with Froozon Express."
- 3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc., were present in the meeting.

Einar O. Mohn - Director-Western Conference

Dan Feins - Attorney
Ted Merrill - Local 692
Charles Knapp - Local 310
Glenn Jones - Local 104
Gene Bedford - S.C.J.S.C.
Don Warren - Local 190
Howard Yeager - Local 150
Joseph Arino - Local 70
Vince Aloise - Local 70
Stan Botelho - Local 70
E. G. Johnson - Local 690

J. Arnold - Local 81 Clarence Lott - Local 983 Edward Dietrich - Local 208 Clyde Crosby - I. B. T
Al Brundage - Attorney
A. J. Hardy - Local 439
Pete Kurbatoff - Local 235
Bill Martin - Local 741
Joe Foster - Local 87
Clyde Yandell - Local 224
Robert Mossberger - Local 17
Jimmy Muniz - Local 70
Ted Kaufman - Local 70
Jack Alexander - Local 81
Clifford Beach - Local 886
William Croysdill - Local 208

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The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda: O.T.R. (MAIN) COMMITTEE SUB-COMMITTEE ON LOCAL OPERATIONS Joseph Diviny - Chairman George Rohrer - Chairman Clyde Crosby Bernard Volkoff George King Art Trimble Harry Bath Fullmer Latter Verne Milton Gene Shepherd Ed Blackmarr - Secretary Gene Bedford - Sgt. at Arms Ernie Hincher - Secretary Manny Joseph - Sgt. at Arms CHANGE OF OPERATIONS COMMITTEE Bill Waggoner - Chairman Robert Rampy John LaNear Robert Shaw Floyd Mendenhall Joe Morrill - Secretary Glenn Jones - Sgt. at Arms The following Powers of Attorney were approved by the Western Master Freight Division: A & B Garment Delivery of S. F. - OTR - Concurrence from L. U. 439 -9-30-65 - Approved - WMFD - 10-8-65. Bay Freight Lines - P&D - Concurrence from L. U. 684 - 8-4-65 - Approved -WMFD - 9-3-65. DiSalvo Trucking Co. - P&D - Concurrence from L. U. 431 - 8-4-65 - Approved -WMFD - 9-3-65. Concurrence from L.U. 542 - 10-25-65 - Approved -WMFD - 11-5-65. Encinal Terminals - A&H - Concurrence from L. U. 137 - 9-15-65 - Approved -WMFD - 9-27-65. Exley Express - Local P&D - Concurrence from L. U. 315 - 10-13-65 -Approved - WMFD - 10-27-65. Favaloro Trucking - OTR - P&D - Concurrence from L.U. 315 - 9-28-65. Approved - WMFD - 10-1-65. George's Trucking - A&H - Concurrence from L. U. 439 - 9-20-65 - Approved -WMFD - 9-30-65. A. W. Hays Trucking, Inc. - A&H - Concurrence from L. U. 150 - 8-25-65 -Approved - WMFD - 9-3-65. McKeown Transportation Co., Inc. - OTR - TT - Concurrence from L.U. 692 -8-23-65 - Approved - WMFD - 9-3-65. Concurrence from L.U. 315 -9-28-65 - Approved - WMFD - 10-1-65. Lee - Mor Trucking Co. - P&D - Concurrence from L.U. 396 - 9-30-65 -Approved - WMFD - 10-8-65. Union Minutes - 2 -November 8, 1965

Powers of Attorney - (continued) Paxton Trucking Co. - AS&T - Concurrence from L. U. 495 - 8-30-65 - Approved -WMFD - 9-3-65. Peters Truck Lines - P&D - OTR - Concurrence from L.U. 137 - 10-1-65 -Approved WMFD - 10-8-65. Republic Carloading & Distr. Co. - P&D - OFF - AS&T - Concurrence from L.U. 495 - 9-29-65 - Concurrence from L.U. 357 - 9-29-65 - Approved - WMFD -9-30-65. Concurrence from L. U. 856 - 10-5-65 - Concurrence from L. U. 70 -10-5-65 - Approved - WMFD - 10-8-65, Concurrence from L.U. 208 - 10-28-65 -Approved - WMFD - 11-5-65. West Coast Fast Freight - Local P&D - Concurrence from L.U. 70 - 11-3-65 -Approved - WMFD - 11-5-65. Western Milk Transport, Inc. - P&D - Concurrence from L. U. 94 - 7-26-65 -Approved - WMFD - 9-3-65. Winkler Bros. Transportation - Cement - Concurrence from L. U. 439 - Approved -WMFD - 9-3-65 -. Concurrence from L.U. 137 - 9-3-65 - Approved - WMFD -9-9-65. Yolo Transport Co., Inc. - A & H - Concurrence from L.U. 386 - 8-31-65 -Approved - WMFD - 9-3-65. The following requests for Standard Contract participation were approved by the Western Master Freight Division as of the dates shown and read into the record: The following companies have signed the National Master Freight Agreement and Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplement with Teamsters Local 208, Los Angeles, California. -Approved-WMFD - 9-1-65. V. L. Bunch Transportation Co. -Approved-WMFD - 8-23-65. Dearborn Machinery Contractors -Approved-WMFD - 8-20-65. El Camino Machinery Movers -Approved-WMFD - 9-1-65. Galloway Crane Company -Approved-WMFD - 9-3-65. Hecht Fast Freight -Approved-WMFD - 8-20-65. Hills Transportation -Approved-WMFD - 10-18-65. L.A. Machinery Movers -Approved-WMFD - 8-20-65. Machinery Transfer -Approved-WMFD - 9-1-65. Ted Peters Trucking Co., Inc. -Approved-WMFD - 8-24-65. Pronto Delivery Service -Approved-WMFD - 8-20-65. Gus Williams General Hauling Desert Transfer & Storage - OTR - P&D - Local Union 467 - Approved-WMFD-9-2-65. Imperial Drayage Company and L. U. 856 - Nat'l. M-Office - Approved-WMFD-9-3-65. L & G. Trucking and L. U. 287 - Nat'l, M-OTR - Approved - WMFD - 9-10-65. Lynden Transfer / Milky Way, Inc. and L. U. 231 - Nat'l. M - Automotive-Approved -WMFD - 9-3-65. Lytal Trucking Co. and L.U. 150 - Nat'l. M - OTR - Approved - WMFD - 8-24-65. Union Minutes - 3 -November 8, 1965

Standard Contract participation - (continued) Matt Transfer & Storage and L. U. 150 - Nat'l. M - OTR - P&D - Approved -WMFD- -10-27-65. (Me Too Agreement) Nelson Bros. Trucking and L.U. 150 - A&H - Approved - WMFD - 9-17-65. Pacific Warehouse and L.U. 150 - OTR - P&D - Approved - WMFD - 10-27-65. (Me Too Agreement) Riencor Freight Lines and L. U. 856 - Nat'l. M - Office - Approved - WMFD - 9-22-65. South Bend Transfer, Inc. and L.U. 741 - Nat'l. M - OTR - P&D - Approved -WMFD - 10-27-65. The following Agreements were approved November 5, 1965: Battle Ground Truck Lines and L. U. 501 - Nat'l. M - OTR - P&D. Kenosha Auto Transport and L. U. 501 - Nat'l. M - and Truckaway and Nat'l. M . and Driveaway. Ross & Hoglund, Inc. and L. U. 741 - Nat'l. M - OTR. 7. Approved Riders. Approval of Consolidated Freightways Corporation of Deleware, Bulk Commodities Division, Yellowstone District and Joint Council of Teamsters No. 23. This Agreement is supplemental to the Western States Area Master Agreement. - Approved 11-8-65. Approval of Jay Hawk Petroleum Products of Klamath Falls and Local Union No. 911, for the Oregon Transport Tank Supplement which is supplemental to the Western States Area Master. - Approved 11-8-65. Approval of the following RIDERS: - Joint Council No. 7

File R-511 - Universal Coordinators, Inc. and Local Union No. 287, San Jose, California. Rider to the National Master Freight Agreement and the Western States Area Over-the-Road and the Joint Council 7 Pickup and Delivery Supplement. Approved 11-11-65.

## Joint Council No. 28

File R-#563 - Lynden Transfer-Milky Way, Inc. and Local Union No. 231, Bellingham, Washington. Rider to the National Master and Automotive Shop Supplement. Approved 11-8-65

# Joint Council No. 38

Consolidated Freightways, Inc. and Local Union No. 150, Sacramento, California. Rider to the National Master Freight Agreement and the Western States Area Pick-Up and Delivery Supplement. Denied 11-8-65.

File R-#661 - Allyn Transportation Company and Local Union No. 150, Sacramento, California. Rider to the Western States Area Master and the California-Arizona Transport Tank Supplement. (Cryogenics) Approved 11-8-65.

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Approved Riders - (continued) - Joint Council No. 38 File R-#662 - McKeown Transportation Co., Inc. and Local Union 150, Sacramento, California. Rider to the Western States Master and the California-Arizona Transport Tank Supplement. (Cryogenics) Approved 11-8-65. File R-663 - Delta Lines, M & W Truck Service, Inc., Propane Truck Service Inc., Sierra Fuel Service, Valley Fuel Service, Inc., and Western Butane Service, Inc. and Local Union 386, Modesto. Rider to the California-Arizona Transport Tank Supplement. Approved 11-8-65. Joint Council No. 67 File R-#821 - Union Pacific Motor Freight Co. and Local Union 222, Salt Lake City, Utah. Rider to the National Master and the Automotive Shop and Truck Servicing Supplemental Agreement. Approved 11-8-65. A discussion was held on the understandings between the California Trucking Association and the Union negotiators of the California Supplements as they pertained to the interpretations of the Western States Master Agreement, that could conflict with interpretations of the National Master Freight Agreement, work stoppages that could affect more than one Conference Area and the bargaining unit for the California Supplements. M/m/s/c/ that Verne Milton be empowered to sign the documents with the California Trucking Association. Meeting adjourned at 10:30 a.m., Monday, November 9, 1965. 9. UNION MINUTES - 5 -November 8, 1965

MINUTES OF MEETING

Sir Francis Drake Hotel

November 8, 9, 10, 11, & 12, 1965

MINUTES OF MEETING JOINT WESTERN AREA COMMITTEE November 8, 9, 10, 11, & 12, 1965 SIR FRANCIS DRAKE HOTEL SAN FRANCISCO - CALIFORNIA The Joint Western Area Committee convened at 2:00 p.m., Monday, November 8, 1965, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives. Under the rotating chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, R. S. McIlvennan. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of August 9, 10, 11 & 12, 1965, were approved as previously distributed. Discussion of cases filed with the Joint Western Area Committee after 2. deadline date. The November, 1965 Agenda was approved as revised. 3. The previously appointed committees remained the same with the 4. following change in the Employer Committee. Art Bunte was named as a Committeeman. The newly developed forms for the filing of grievances and request 5. for leave of absence were approved. NOTE: A copy of each is enclosed. The Full Committee Meeting adjourned at 3:12 p.m. 6. JWAC Minutes November 8, 9, 10, 11, & 12, 1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* Case # Valley Motor Lines 5-3-752 Change of Locals involved: 85, San Francisco, California 224, Los Angeles, California Operation 431, Fresno, California Request 468, Oakland, California for Clarification 5-3-752 The Company requests the clarification of their change of operation which was granted under Case No. 5-3-752. DECISION: (Change of Operations Committee-Transcript Page 133 - 11/10/65) M/m/s/c/ that under the decision granted in August of 1963 the Company has the right: (1) to dispatch a 468 driver from Oakland to Chico via San Francisco and pick up a Chico-loaded box in San Francisco and go on to his destination; (2) to dispatch a 468 driver bobtail to San Francisco to pick up two Chico-loaded boxes and go on to Chico; (3) to dispatch a 468 driver bobtail from Oakland to San Francisco to pick up a single Chico-loaded box and return to the Oakland terminal and pick up a second Chico-loaded box and proceed to Chico; (4) the Company does not have the right to dispatch an Oakland driver to San Francisco to pick up two loaded boxes and return to its Oakland terminal, dropping one or both boxes and picking up another box or boxes and proceed to his destination. Case # The Santa Fe Trail Transportation Company 5-5-1838 224, Los Angeles, California Change Locals involved: 104, Phoenix, Arizona of Operation The Santa Fe Trail Transportation Company is desirous of changing its present operation of one schedule per day from Los Angeles, California to Flagstaff, Arizona, and its operation of its schedule from Wickenburg, Arizona to Ash Fork, Arizona and return. AGREED TO CHANGE. DECISION: (Change of Operations Committee - Transcript Page 1 - 11/9/65) M/m/s/c/ that based on the withdrawal of the protests then, the operational change will be approved and made a matter of record. Case # Consolidated Freightways 5-5-1846 961, Denver, Colorado Request Local involved: to Re-Open 5-5-1846 At the August, 1965 meeting of the JWAC Committee, Case #5-5-1846 was deadlocked by the Change of Operation Committee. Since then, evidence has come into our possession that we believe will permit the Change of Operation Committee to make a ruling. Therefore, we request that this case be re-opened, and that you place our request on the November, 1965 Agenda of the JWAC. DECISION: (Change of Operations Committee - Transcript Page 5 - 11/9/65) M/m/s/and deadlocked that the Company's request for a change of operations in Case No. 8-5-1846 be denied. NOTE: See Main Committee for final disposition. \* \* \* JWAC Minutes - 1 -November 8, 9, 10, 11, & 12, 1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* Consolidated Copperstate Lines Case # 8-5-1968 Locals involved: 224, Los Angeles, California Request 104, Phoenix, Arizona for Clarifi-Local 224 requests clarification of position the new through run cation 8-5-1968 should be bid taking into consideration the 2-110 previous decision. DECISION: (Change of Operations Committee - Transcript Page 130 - 11/10/65) The clarification of this case was settled with the understanding as follows, and agreed to that the Company has properly advertised the new run for bid and that the local seniority rules in effect both in Phoenix and in Los Angeles appear to have been complied with in that bid in this particular situation, and apparently we have no problem. Case # Consolidated Freightways 8-5-1974 222, Salt Lake City, Utah Request Locals involved: 961, Denver, Colorado for Clarifi-It appears that there has been a misunderstanding of the facts in cation Case 8-5-1974. Therefore, Consolidated Freightways is hereby petitioning the Change of Operations Committee for a clarification of their decision in this case. Please place our request on the November, 1965 Agenda. DISPOSITION: (Change of Operations Committee - Transcript Page 339 - 11/12/65) This was a request for clarification by the Company, and they have withdrawn it. \* \* Case # United-Buckingham Freight Lines 8-5-1976 313, Tacoma, Washington Change Locals involved: 741, Seattle, Washington Operation United-Buckingham Freight Lines requests a change of operations to allow the dispatching of equipment Eastbound from Seattle to all points East of the Cascades to be routed through Tacoma, as the freight dictates, and continue East on new State Highway 18 to connect with regular routes East. Company also requests permission to route freight destined for points West of the Cascades from points East of the Cascades to be routed via Tacoma on new State Highway 18 as the freight dictates. DECISION: (Change of Operations Committee - Transcript Page 17 - 11/9/65) M/m/s/c/ that in Case 8-5-1976, the Company's application be denied without prejudice. \* \* JWAC Minutes November 8, 9, 10, 11, & 12 - 2 -1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* Case # Ephraim Freightways, Inc. 8-5-1979 Change -Local involved: 961, Denver, Colorado of Operation PROPOSED OPERATION: The Company desires to redomicile one Denver based driver in Montrose. Locate a tractor there and run schedules against each other. DISPOSITION: (Change of Operations Committee - Transcript Page 4 - 11/9/65) Case Withdrawn. Burlington Truck Lines, Inc. 11-5-2069 Change Locals involved: 307, Casper, Wyoming 784, Grand Island, Nebraska Operation The Company proposes to redomicile two (2) drivers from Casper, Wyoming to Scottsbluff, Nebraska. Omaha domiciled drivers will operate on through run from Omaha to Scottsbluff. While Omaha drivers are on statutory rest period, Scottsbluff domiciled drivers will operate on a turnaround schedule from Scottsbluff to Casper to Scottsbluff. DECISION: (Change of Operations Committee - Transcript Page 67 - 11/10/65) M/m/s/c/ that the Company's proposed change of operations be approved, to be effective not sooner than the first day of December, 1965; that the opportunity for two men to move to Scottsbluff be offered by seniority to the Casper board; that the two men moving to Scottsbluff shall do so under the provisions of Article 5, Section 6 (b) 2 of the National Master Freight Agreement; that said two men shall have a period of sixty days in which to elect to return to the Casper board with full seniority, should they care to do so. Case # California Motor Express, Ltd. 11-5-2070 70, Oakland Locals involved: 431, Fresno Change 542, San Diego 85, San Francisco of 186, Santa Barbara 439, Stockton 150, Sacramento Operation 208, Los Angeles 468, Oakland 890, Salinas 224, Los Angeles 287, San Jose 357, Los Angeles 386, Modesto California Motor Express, Ltd. desires to establish a Refrigerated Division that will be separate and apart from the California Motor Express dry freight operation.

See Page #4. DECISION:

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE Case # California Motor Express, Ltd. 11-5-2070 DECISION: (Change of Operations Committee - Transcript Page 147 - 11/10/65) M/m/s/c/ that the objection of Local 70 to the jurisdiction of this committee be over-ruled and that the operational change requested by the Company be approved as clarified on the record, to be effective no sooner than January 1, 1966, with the following provisos: (1) That the available positions in that refrigerated division be posted for bid on the basis of the existing combined master seniority lists in effect in the various Local Union areas and any unbid positions shall be filled by assigning junior men; (2) that the refrigerated division and the dry freight division shall each be operated from separate seniority lists for the purpose of dispatching operations and temporary layoffs of 30 days or less, but that the existing combined master seniority lists be continued and employees in either division shall be entitled to exercise such master seniority to bump to the other division in the event of closing or layoff in excess of 30 days until further action of this committee; (3) that this committee shall retain jurisdiction of this case to the February, 1966 session, and the committee shall make a final determination of the seniority matters at that time. Case # California Motor Express, Ltd. 11-5-2071 Change Locals involved: 137, Marysville, California 150, Sacramento, California of Operation California Motor Express hereby requests to remove the Marysville-Yuba City areas of service from our Chico Terminal and place those areas into our Sacramento Terminal scope of operation. DECISION: (Change of Operations Committee - Transcript Page 145 - 11/10/65) M/m/s/c/ that the proposed change in Case #11-5-2071 be approved. Case # Illinois California Express, Inc. 11-5-2072 Local involved: 961, Denver, Colorado Change Operation I.C.X. hereby applies to change its operation between Denver, Colorado on one hand and Albuquerque, Nex Mexico and Amarillo, Texas on the other hand, by converting from a sleeper cab operation to a single man operation. DECISION: (Change of Operations Committee - Transcript Page 121 - 11/10/65) M/m/s/c/ to approve the company's amended application as set forth in Company's Exhibit 1, as clarified on the record. JWAC Minutes November 8, 9, 10, 11, & 12, 1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* s/c O.N.C. Motor Freight System Case # 11-5-2073 150, Sacramento, California 468, Oakland, California 533, Sparks, Nevada Change Locals involved: of Operation Our proposed change is to continue operating the Reno to Sacramento turn the same as it is presently being operated, and handle all over-flow loads from Sacramento to Reno by either Sacramento domiciled drivers or Oakland based drivers. DISPOSITION: (Change of Operations Committee - Transcript Page 298 - 11/11/65) Withdrawn by the Company without prejudice. Case # O.N.C. Motor Freight System 11-5-2074 Change 148, Wenatchee, Washington Locals involved: 741, Seattle, Washington of Operation Because of the nature of our business (strictly intra-state irregular route authority ) and due to a constant decreasing of tonnage and revenue, it is an economic necessity for us to eliminate our terminal located at Moses Lake, Washington. DECISION: (Change of Operations Committee - Transcript Page 318 - 11/11/65) M/m/s/c/ that the Company's application to close its terminal at Moses Lake and redomicile the Moses Lake - Seattle - Moses Lake turnaround to Seattle, as modified on the record, be approved, to be effective no sooner than December 1, 1965; that in view of the agreement of the Union and the Company and the approval of this committee, that the man presently operating the turnaround be redomiciled at Seattle with full Company seniority for all purposes under the proviso to Article 6, Section 5 (e). \* Pacific Intermountain Express Co. Case # 11-5-2075 222, Salt Lake City, Utah Change Locals involved: 976, Ogden, Utah of Operation Company proposes to deliver freight directly from Salt Lake City to Ogden area with Salt Lake City based men. Ogden men will be offered work in Salt Lake City. DECISION: (Change of Operations Committee - Transcript Page 80 - 11/10/65) M/m/s/c/ that the Company's operational change as amended in Case #11-5-2075 be approved with the change to be effected November 15, 1965; that the employees presently domiciled in Ogden, Utah be given the opportunity of transferring to the Salt Lake City, Utah terminal and their seniority to be determined in accordance with Article 5, Section 6 (b) 2, of the National Master Freight Agreement. JWAC Minutes November 8, 9, 10, 11, & 12, 1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* Case # The Ringsby System 11-5-2076 81, Portland, Oregon Change Locals involved: of 180, Los Angeles, California Operation 224, Los Angeles, California 468, Oakland, California 741, Seattle, Washington The Company proposes that the present closed door provision be eliminated on the Los Angeles-Seattle sleeper cab operation. DECISION: (Change of Operations Committee - Transcript Page 39 - 11/9/65) M/m/s/and deadlocked that the Company's request in Case 11-5-2076 be denied. NOTE: See Main Committee for final disposition. Case # R. N. R. Trucking, Inc. 11-5-2077 208, Los Angeles, California Change Locals involved: 224, Los Angeles, California of 287, San Jose, California Operation This is to notify you that as of September 3, 1965, R.N.R. Trucking, Inc. desires to close its only Northern California Terminal, located at 1225 Mabury, San Jose. DECISION: (Change of Operations Committee - Transcript Page 2 - 11/9/65) M/m/s/c/ that the application of R.N.R. Trucking, Inc. for change of operations in Case No. 11-5-2077 be approved and the displaced employees at the San Jose Terminal be offered employment where available within the Company's system in accordance with Article 5, Section 6 (c) of the National Master Freight Agreement and Western States Area Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement. Watson-Wilson Transportation System, Inc. Case # 11-5-2078 104, Phoenix, Arizona Change Locals involved: 180, Los Angeles, California 224, Los Angeles, California Operation 468, Oakland, California 961, Denver, Colorado It is our intent to domicile two drivers at Fresno, California in line with the Operational Change granted Watson-Wilson Transportation System, Inc., in May of 1965. DECISION: (Change of Operations Committee - Transcript Page 322 - 11/12/65) M/m/s/c/ that the answer to the question raised by the Company in this case is set forth in Paragraph 2 (d) of the decision of this committee in Case 5-5-1963. JWAC Minutes November 8, 9, 10, 11, & 12, - 6 -1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* Case # Western Gillette, Inc. 11-5-2079 Locals involved: 104, Phoenix, Arizona Change of 180, Los Angeles, California 224, Los Angeles, California Operation 310, Tucson, Arizona 941, El Paso, Texas Eliminate sleeper shcedules between Los Angeles, Guasti and San Diego, California, on the one hand, and El Paso, Texas, on Sleeper operations to be confined to schedules between Los Angeles, Guasti and San Diego, California, on the one hand, and Tucson and/or Nogales, Arizona, on the other. DECISION: (Change of Operations Committee - Transcript Page 248 - 11/11/65) M/m/s/c/ that the operational change in this case be approved as requested by the Company and clarified on the record, to be effective not earlier than February 1, 1966; that in the event there are any displaced personnel in Los Angeles, that they be offered available jobs at El Paso, Phoenix or elsewhere where employment opportunities arise as a result of this change; that at such time as the Company places this change into effect any displaced employees at Los Angeles shall thereafter have a period of thirty days in which to elect to accept offered employment elsewhere. Case # Illinois - California Express, Inc. 11-5-2157 Change Locals involved: 180, Los Angeles, California 961, Denver, Colorado of Operation I.C.X. hereby requests to add one additional team to Los Angeles and one additional team to Denver on the Navajo Trails route. DECISION: (Change of Operations Committee - Transcript Page 111 - 11/10/65) M/m/s/c/ that the operational change in Case #11-5-2157, that the position of the Company be approved. Case # Pierce Freight Lines 11-5-2182 Change Local involved: 962, Medford, Oregon of Operation The Company proposes to move their Klamath Falls-Oakland, California run to Medford, Oregon and domicile the driver in Medford. DECISION: (Change of Operations Committee - Transcript Page 240 - 11/11/65) M/m/s/c/ that based on the fact that the operation between Klamath Falls and Oakland was established on a temporary basis, that in the moving of this work from Klamath Falls to Medford, Oregon, the move be granted and the Klamath Falls-domiciled driver be given the opportunity to transfer to Medford, Oregon; and the seniority be established in accordance with Article 5, Section 6 (b) 2, of the National Master Freight Agreement; the change to be effective immediately. \* JWAC Minutes - November 8, 9, 10, 11, & 12, 1965 Page - 7 -

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* \* Local 357, Los Angeles, California, and Case # Western Transportation 8-5-1982 P & D For and on behalf of: Raymond Lyons and Eugene Davis -"Western Transportation worked two men Friday, February 26, 1965, Dispute checking and hand trucking freight to the spots in warehouse. We are asking for this pay because according to our contract, seniority rights should prevail. Amount requested, \$39.24. DECISION: (Committee for Local Operations - Transcript Page 1 - 11/9/65) M/m/s/and deadlocked that the Union's claim be upheld. NOTE: See Main Committee for final disposition. Local 17, Denver, Colorado, and Case # 11-5-2080 Burlington Truck Lines Richard Plautz states: On the morning of 4/15/65, Art Burch P&D who is a bid dockman was sent on P-U and D. 2 hours before my Dispute starting time. DECISION: (Committee for Local Operations - Transcript Page 58 - 11/9/65) M/m/s/and deadlocked that the claim of the Union be denied. NOTE: See Main Committee for final disposition. \* \* \* \* Local 17, Denver, Colorado, and Case # 11-5-2081 Consolidated Freightways, Inc. Norman T. Parker states: Was called by phone and was laid off P&D because of lack of work and told not to come to work and the Company Dispute worked 4 men with less seniority. DECISION: (Committee for Local Operations - Transcript Page 67 - 11/9/65) M/m/s/c/ that the claim of the Union be allowed. Local 17, Denver, Colorado, and Case # Santa Fe Trail Transportation Co. 11-5-2082 Dennis Labout claims a pay loss of \$9.36 on April 13, 1965, by the Company bringing in a junior man two hours ahead of him, Dispute DISPOSITION: Settled and Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, 1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* \* \* Local 87, Bakersfield, California, and Case # 11-5-2083 California Motor Express Union claims violation of Article 57, Section C, by failing to P&D guarantee 40 hours work for Ted Armijo. Dispute DECISION: (Committee for Local Operations - Transcript Page 25 - 11/9/65) M/m/s/c/ that the Union claim be denied. Local 150, Sacramento, California, and 11-5-2084 Ringsby System Union claims two 8 hour days at premium pay when Line Drivers P&D Dispute performed dock work in violation of agreement on July 11 & 12, 1965. DISPOSITION: (Committee for Local Operations - Transcript Page 36 - 11/9/65) Settled and Withdrawn by the parties. Local 357, Los Angeles, California, and Case # 11-5-2085 O.N.C. Motor Freight For and on behalf of 22 members of Local 357: Starting one (1) hour P & D before bid time; was not paid time and one-half for first hour and Dispute did not receive guarantee eight (8) hours, therefore, I request 1/2 (one-half) time for all hours worked on Mondays and after holidays. Also, one (1) hour to complete 8 hours guarantee. DECISION: (Committee for Local Operations - Transcript Page 157 - 11/10/65) M/m/s/c/ that in Case #11-5-2085 the Union and Employer check the payroll records to determine the monies due each employee having filed a grievance from the rebid date prior to the March, 1965 rebid date forward and any monies due shall be paid to such employees. Local 357, Los Angeles, California, and Case # 11-5-2086 Western Transportation Company For and on behalf of: W. Koonter - "I loaded line rigs from October P&D 13, 1964 until January 13, 1965, and I have not been paid for it. Dispute DECISION: (Committee for Local Operations - Transcript Page 12 - 11/9/65) M/m/s/c/ that the claim of the Union be denied. JWAC Minutes November, 8, 9, 10, 11, & 12,

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* \* \* \*

Case # Local 81, Portland, Oregon, and 11-5-2158 Consolidated Freightways, Inc.

P & D Local Union 81 is claiming one days pay for Morey Hale Dispute for February 21, 1965.

DECISION: (Committee for Local Operations - Transcript Page 120 - 11/10/65) M/m/s/c/ that if the work record shows that the employee in question worked on Sunday, February 28th and/or March 7th, in the hostling department that the claim be upheld. If he did not work on the Sundays mentioned in the hostling department, that the claim be denied.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and 11-5-2159 Denver-Chicago Truck Service

P & D The Union is claiming runaround pay for Herold in the amount Dispute earned by the junior man.

DECISION: (Committee for Local Operations - Transcript Page 172 - 11/11/65) M/m/s/and deadlocked that in Case #11-5-2159 the claim of the Union be upheld. NOTE: See Main Committee for final disposition.

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REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE \* \* \* \* (L-361)ROBERT R. KEADY, member of Local 81, Portland, Case # 11-5-2087 Oregon. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective July 16, 1965, for the purpose of accepting position with Pacific Motor Trucking Company not covered by labor agreement. DECISION: (Sub-Committee - Transcript Page 129 - 11/10/65) Request Approved. EARL RAY SCALES, member of Local 224, Los Angeles, (L-362)California. Employee of Ringsby Pacific Ltd. Request is for a period of ninety (90) days, effective 7/5/65 for the purpose of accepting a non-covered position. DECISION: (Sub-Committee - Transcript Page 130 - 11/10/65) Request Approved. ARTHUR P. DiCHIARA, member of Local 357, Los Angeles, (L-363)California. Employee of California Motor Express, Ltd. Request is for a period of ninety (90) days, effective August 11, 1965, for the purpose of Dock Supervisor, the duties of which are not covered by Western States Area Master Freight Agreement. Employer will make the required Pension Fund and Health & Welfare payments during leave of absence. DECISION: (Sub-Committee - Transcript Page 131 - 11/10/65) Request Approved. (L-364)FRANKLYN A. WEAVER, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective August 3, 1965, for the purpose of continued vacation coverage of "noncovered" position of Dispatch Clerk. NOTE: Original Leave of Absence, commencing May 3, 1965 for a period of 90 days was granted during the May, 1965 JWC Meetings. Refer to Case #5-5-1866 - (L-343). DECISION: (Sub-Committee - Transcript Page 132 - 11/10/65) M/m/s/c/ that Mr. Weaver return to his original work position under the Contract by November 15th. JOHN SHEEHAN, member of Local 17, Denver, Colorado. (L-365)Employee of Denver-Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective September 3, 1965, for the purpose of performing classified employment in the same industry. DECISION: (Sub-Committee - Transcript Page 134 - 11/10/65) Request Approved. EARL MATHEWS, member of Local 533, Reno, Nevada. Employee of McLeod Trucking Company. Request is for a period of ninety (90) days, effective August 16, 1965, for the purpose of Terminal Manager at Oakland. DECISION: (Sub-Committee - Transcript Page 135 - 11/10/65) Request Approved. JWAC Minutes November 8, 9, 10, 11, & 12, - 11 -1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE \* \* \* \* \* \* \* \* Case # (L-367)JOE EARL CORNELSON, member of Local 180, Los Angeles, California. Employee of Consolidated Freightways. 11-5-2087 Request is for a period of ninety (90) days, effective September 11, 1965, for the purpose of leave for noncovered position of Assistant Transport Dispatcher. DECISION: (Sub-Committee - Transcript Page 136 - 11/10/65) Request Approved. (L-368)JOHN HORAN, member of Local 357, Los Angeles, California. Employee of Panda Terminals, Inc. Request is for a period of ninety (90) days, effective October 5, 1965, for the purpose of job as a salaried dispatcher. (Sub-Committee - Transcript Page 137 - 11/10/65) Request Withdrawn. (L-369) RALPH ROCHE, member of Local 208, Los Angeles, California. Employee of Navajo Freight Lines, Inc. Request is for a period of ninety (90) days, effective September 21, 1965, for the purpose of non-covered position. DECISION: (Sub-Committee - Transcript Page 138 - 11/10/65) Request Approved. (L-370)HERMAN ESVELD, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective October 3, 1965, for the purpose of continued vacation coverage of uncovered position of dispatch clerk. DECISION: (Sub-Committee - Transcript Page 139 - 11/10/65) Request Approved. WALTER M. DOBRINEN, member of Local 208, Los Angeles, (L-371)California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective September 29/65, for the purpose of driving line for Imperial to determine if I want to be a line driver on a full-time basis. DECISION: (Sub-Committee - Transcript Page 140 - 11/10/65) Request Approved. HARLEY C. WAGGONER, member of Local 431, Fresno, (L-372)California. Employee of The Ringsby System. Request is for a period of ninety (90) days, effective September 28, 1965, for the purpose of changing from Union covered position to non-Union covered position of dispatcher. DECISION: (Sub-Committee - Transcript Page 141 - 11/10/65) Request Approved. (L-373)ROBERT CHARLES TOOLEY, member of Local 224, Los Angeles, California. Employee of Texas Arizona Motor Freight. Request is for a period of ninety (90) days, effective September 13, 1965, for the purpose of taking line dispatcher position. DECISION: (Sub-Committee - Transcript Page 142 - 11/10/65) Request Approved. \* \* \* \* JWAC Minutes November 8, 9, 10, 11, & 12, - 12 -1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE \* \* Case # (L-374)LOUIS C. BROWN, member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. 11-5-2087 Request is for a period of thirty (30) days, effective October 13, 1965, for the purpose of assisting as Dock Foreman. NOTE: Original leave of absence, commencing April 12/65, for a period of 90 days was granted during the May, 1965 JWC Meetings. Refer to Case #5-5-1866 (L-339). DECISION: (Sub-Committee - Transcript Page 143 - 11/10/65) M/m/s/c/ that the man be notified that unless he returns to his former position on Monday, November 15, 1965, he will lose his seniority. LARRY GASSNER, member of Local 911, Klamath Falls, Oregon. Employee of Bend-Portland Truck Service, Inc. Request is for a period of ninety (90) days, effective October 5, 1965, for the purpose of temporarily assuming non-covered position as Operations Manager at Madras, Oregon, terminal. DECISION: (Sub-Committee - Transcript Page 144 - 11/10/65) Request Approved. LEON D. HASKELL, member of Local 224, Los Angeles, (L-376)California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective October 15, 1965, for the purpose of taking over as Dock Foreman DECISION: (Sub-Committee - Transcript Page 145 - 11/10/65) Request Approved. ROBERT W. TOOKER, member of Local 208, Los Angeles, (L-377)California. Employee of Superior Express/Superior Fast Freight. Request is for a period of ninety (90) days, effective September 29, 1965, for the purpose of Dock Foreman (trial). NOTE: Original Leave of Absence, commencing July 1/65, for a period of 90 days was granted during the August, 1965 JWAC Meetings. Refer to Case #8-5-1988 (L-358) DECISION: (Sub-Committee - Transcript Page 146 - 11/10/65) M/m/s/c/ that Robert W. Tooker return to his former position on or before November 15, 1965 or forfeit his seniority and that his request for an extended leave of absence be denied. ROBERT E. RAY, member of Local 222, Salt Lake City, (L-378)Utah. Employee of Garrett Freight Lines, Inc. Request is for a period of ninety (90) days, effective November 1/65 (No reason given for leave) DECISION: (Sub-Committee - Transcript Page 148 - 11/10/65) M/m/s/c/ that the committee deny the extension and that the man return to work on or before November 15, 1965, and that the extensionbe denied. Q. B. GHAN, member of Local 224, Los Angeles, California. (L-379)Employee of Pacific Intermountain Express. Request is for a period of forty five (45) days, effective October 1/65 for the purpose of training for dispatching job. DECISION: (Sub-Committee - Transcript Page 150 - 11/10/65) Request Approved. JWAC Minutes November 8, 9, 10, 11, & 12, - 13 -1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE \* \* \* BRUCE CARLON BRILL, member of Local 542, San Diego, Case # (L-380)California. Employee of Imperial Truck Lines, Inc. 11-5-2087 Request is for a period of ninety (90) days, effective October 25, 1965, for the purpose of working as a dock foreman. DECISION: (Sub-Committee - Transcript Page 151 - 11/10/65) Request Approved. GENE D. SHELTON, member of Local 208, Los Angeles, (L-381)California. Employee of Illinois-California Express. Request is for a period of ninety (90) days, effective November 2, 1965, for the purpose of taking job as dispatcher. DECISION: (Sub-Committee - Transcript Page 152 - 11/10/65) Request Approved. (L-382)HAROLD WARNER, member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective November 1, 1965, for the purpose of working as a dispatcher. DECISION: (Sub-Committee - Transcript Page 153 - 11/1-/65) Request Approved. (L-383)LARRY G. HOBBS, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of thirty (30) days, effective November 1/65, for the purpose of trial as Supervisor - Warehouse -Furniture Division. DECISION: (Sub-Committee - Transcript Page 154 - 11/10/65) Request Approved. (L-384) ROBERT K. BRUTTON, member of Local 208, Los Angeles, California. Employee of Sterling Transit Co., Inc. Request is for a period of ninety (90) days, effective October 27, 1965, for the purpose of accepting non-covered position (Dock Foreman) DECISION: (Sub-Committee - Transcript Page 155 - 11/10/65) Request Approved. LINWOOD L. LYON, member of Local 357, Los Angeles, (L-385)California. Employee of Valley Copperstate System. Request is for a period of ninety (90) days, effective October 18, 1965, for the purpose of taking position as Dock Foreman. DECISION: (Sub-Committee - Transcript Page 156 - 11/10/65) Request Approved. JWAC Minutes November 8, 9, 10, 11, & 12, - 14 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Local 104, Phoenix, Arizona Case # Local 310, Tucson, Arizona Local 941, El Paso, Texas, and 8-3-953 Braswell Motor Freight Lines, Inc. MASTER Unions ask that 29 men be reinstated by the Company with full Dispute seniority rights and pay for time lost since picket lines were removed April 1, 1963. (Main Committee - Transcript Page 346 (a) - 11/11/65) M/m/s/c/ that the case docketed as No. 8-3-953 and case docketed as No. 8-3-954 be combined for the purposes of this hearing. M/m/s/c/ that the grievance is sustained. Under the circumstances, the ruling of this committee is that those Braswell employees who observed the picket lines on the basis of Braswell's unfair labor practices and who thereafter made unconditional offer to return to work, shall now be offered reinstatement with full seniority from their last original date of hire. NOTE: Cases 8-3-953 and 8-3-954 were combined for the purposes of this hearing. \* \* \* \* Local 208, Los Angeles, California Case # 8-3-954 Local 224, Los Angeles, California Local 357, Los Angeles, California, and MASTER Braswell Motor Freight Lines, Inc. Dispute The Unions ask that 42 men be reinstated by the Company with full seniority rights and pay for time lost since picket lines were removed April 1, 1963. DECISION: (Main Committee - Transcript Page 346 (a) - 11/11/65) NOTE: See decision in Case #8-3-953 above. Case # Consolidated Freightways, and 5-5-1846 Local 961, Denver, Colorado At the August, 1965 meeting of the JWAC Committee, Case #5-5-1846 Request to Re-Open was deadlocked by the Change of Operations Committee. Since then, evidence has come into our possession that we believe will permit the 5-5-1846 Change of Operation Committee to make a ruling. Therefore, we request that this case be re-opened, and that you place our request on the November, 1965 Agenda of the JWAC. DECISION: (Change of Operations Committee - Transcript Page 5 - 11/9/65) M/m/s/and deadlocked that the Company's request for a change of operations in Case No. 8-5-1846 be denied. DISPOSITION: (Main Committee - Transcript Page 416) The report of the Change of Operations Sub-Committee was approved by the Main Committee. The case remains deadlocked. JWAC Minutes November 8, 9, 10, 11, & 12, - 15 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* Local 357, Los Angeles, California, and Western Transportation 8-5-1982 For and on behalf of: Raymond Lyons and Eugene Davis -P&D "Western Transportation worked two men Friday, February 26, 1965, Dispute checking and hand trucking freight to the spots in warehouse. We are asking for this pay because according to our contract, seniority rights should prevail. Amount requested, \$39.24. DECISION: (Committee for Local Operations - Transcript Page 1 - 11/9/65) M/m/s/and deadlocked that the Union's claim be upheld. DECISION: (Main Committee - Transcript Page 401 - ) M/m/s/c/ that if in fact the two men worked on Saturday, the premium day, then in such case, if there were regular men with seniority available to work that day, the claim be paid. Case # Local 190, Billings, Montana, and 8-5-2018 Consolidated Freightways Local requests pay for a Billings - Great Falls trip and Great Falls OTR to Billings trip for C. P. Clement Jr. Dispute DISPOSITION: Withdrawn. Case # Local 190, Billings, Montana, and Garrett Freightlines 8-5-2020 Union is requesting pay from 0900 on 6/4/65 to 1300 on 6/5/65for Denver Sackett and James Christensen for a runaround on 6/4/65. Dispute (Maim Committee - Transcript Page 42 - 11/9/65) M/m/s/c/ that the claim be denied. \* \* \* \* Local 222, Salt Lake City, Utah, and Case # I.M.L. 8-5-2027 Requesting interpretation of whether employee has a right to split Interprevacation for 2, 3, and 4 choices on first bid. tation DISPOSITION: Withdrawn. \* \* \* \* \* \* JWAC Minutes November 8, 9, 10, 11, & 12,

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* Case # Local 190, Billings, Montana Local 81, Portland, Oregon 8-5-2037 Local 222, Salt Lake City, Utah Local 483, Boise, Idaho Local 741, Seattle, Washington, and Dispute Consolidated Freightways Junior driver, Alburthy, working for Consolidated Freightways when senior driver Feucht was laid off in September, 1963. Request driver Feucht be re-employed and paid for all trips pulled by new driver Alburthy. DECISION: (Maim Committee - Transcript Page 408 - 11/12/65) M/m/s/c/ that the position of the Union be upheld as stated on the record. The Ringsby System, and Case # 11-5-2076 Local 81, Portland, Oregon Local 180, Los Angeles, California Local 224, Los Angeles, California Change Local 468, Oakland, California Local 741, Seattle, Washington Operation The Company proposes that the present closed door provision be eliminated on the Los Angeles-Seattle sleeper cab operation. DECISION: (Change of Operations Committee - Transcript Page 39 - 11/9/65) M/m/s/and deadlocked that the Company's request in Case 11-5-2076 be denied. DISPOSITION: (Main Committee - Transcript Page 415) The report of the Change of Operations Sub-Committee was approved by the Main Committee. The case remains Deadlocked. \* \* \* \* \* Local 17, Denver, Colorado, and 11-5-2080 Burlington Truck Lines Richard Plautz states: On the morning of 4/15/65, Art Burch who P&D is a bid dockman was sent on P-U and D. 2 hours before my Dispute starting time. DECISION: (Committee for Local Operations - Transcript Page 58 - 11/9/65) M/m/s/and deadlocked that the claim of the Union be denied. DECISION: (Main Committee - Transcript Page 413 - 11/12/65) M/m/s/and deadlocked that the claim be denied. NOTE: M/m/s/ and did not receive a majority vote "that this case go to arbitration". \* \* \* JWAC Minutes November 8, 9, 10, 11, & 12, 1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* Case # Local 961, Denver, Colorado, and 11-5-2088 Navajo Freight Lines, Inc. MASTER W. W. Elrod states, at 10:00 p.m. on March 24th, I was called and told my load would be ready at 1:00 a.m. The Company was on Dispute strike and did not inform me of this. They also refused to pay four (4) hours for reporting to work. (Main Committee - Transcript Page 56 -11/9/65) M/m/s/c/ that the position of the Union be upheld. Local 17, Denver, Colorado, and Case # 11-5-2089 Navajo Freight Lines MASTER On behalf of each employee of Navajo Freight Lines who work Dispute under the provisions of the National Master Freight Agreement and Western States Area Pick-Up and Delivery Supplements, Teamsters Local 17 files for the weekly guarantee of the applicable rate for the week beginning March 21, 1965. (Main Committee - Transcript Page 85 - 11/9/65) DECISION: M/m/s/and deadlocked that the position of the Union be upheld. NOTE: M/m/s/and did not receive a majority vote "that this case go to arbitration." \* \* Local 45, Great Falls, Montana, and Case # 11-5-2090 Consolidated Freightways This claim is a time slip for a trip pulled by Paul Arnott who is OTR employed by the Bulk Commodity Division of the same company. Dispute Bruce was laid off originally August 25, 1963, the trip in question is May 17, 1965. (Main Committee - Transcript Page 51 - 11/9/65) M/m/s/c/ that the claim of the Union be upheld. \* \* \* Local 70, Oakland, California, and Case # 11-5-2091 Consolidated Freightways Union claims employee is qualified as a hostler; Company counters Joint that, having failed the latest in a series of tests periodically given Council 7 over the years, employee is not qualified. Dispute

DECISION: (Main Committee - Transcript Page 384 - 11/11/65) M/m/s/c/ that the claim of the Union be denied.

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JWAC Minutes November 8, 9, 10, 11, & 12, 1965 DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* Local 70, Oakland, California, and Case # 11-5-2092 Garrett Freightlines, Inc. Union claims that Navarro, having pulled doubles for over six Council 7 months, has established a permanent classification and should be Dispute paid accordingly. DISPOSITION: Settled and Withdrawn. Case # Local 70, Oakland, California, and 11-5-2093 O.N.C. Runaround weekend pay claim for seven men for the weekend Joint following the I. A. of M. strike. However, during the weekend of Council 7 the strike, the men were called in rotation. Four of the seven men Dispute involved had declined to appear, the remainder responded to the call, but upon arrival refused to work. Company maintained that employees themselves broke the wheel by refusing to work and/or appear. (Main Committee - Transcript Page 74 - 11/9/65) M/m/s/c/ that the position of the Union be upheld. \* \* \* \* \* \* Local 70, Oakland, California, and Case # Watson-Wilson 11-5-2094 Union claims a senior man was runaround for night dock work due Joint to favoritism and partiality of dispatcher. Council 7 Dispute DISPOSITION: Settled and Withdrawn. \* \* \* \* Local 70, Oakland, California, and Western Gillette 11-5-2095 Dusek was placed on medical leave of absence until he can Joint produce satisfactory I.C.C. physical clearance, following his Council 7 failure of that examination. Report accompanied by doctor's Dispute summary said that return to work would be fatal. Nine month old letter from second doctor indicated extreme poor health. Union's position is that no contract provision requires an employee to take a medical leave of absence involuntarily. (Main Committee - Transcript Page 374 - 11/11/65) M/m/s/c that a doctor be mutually selected from the Medical Board and the findings of his decision shall be final. JWAC Minutes November 8, 9, 10, 11, & 12, - 19 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* Local 85, San Francisco, California, and Case # 11-5-2096 A & B Garment Delivery Union requests \$200.00 in Attorney fees expended by an employee Council 7 for counsel to accompany him in answer to a District Attorney request that he "appear to show cause why warrant should not be Dispute issued for grand theft." DISPOSITION: Settled and Withdrawn. Local 85, San Francisco, California, and Case # 11-5-2097 Walkup's Merchants Express Driver with set of doubles rear-ended a company car in city traffic. Council 7 Company claimed carelessness and sought suspension as corrective measure. Dispute DECISION: (Main Committee - Transcript Page 280 - 11/10/65) M/m/s/c/ that the man be suspended for two days. \* \* \* Local 150, Sacramento, California, and Case # 11-5-2098 California Motor Express Union claims Hugh King was shorted \$168.51 by not paying mileage OTR for vacation relief work. Dispute (Main Committee - Transcript Page 113 - 11/9/65) DECISION: M/m/s/c/ that the claim of the Union be upheld. Local 180, Los Angeles, California, and Case # 11-5-2099 Drivers Service, Inc. Local 180 takes the position that Drivers Service owes Claude OTR Jessee the amount of \$8,212.73 upon showing positive proof of Dispute just claim and asks the Management to compensate him for all monies duly and justly owed him, but he must show just and valid proof of all monies claimed by him. DECISION: (Main Committee - Transcript Page 400 - 11/11/65) M/m/s/c/ that the man in question be allowed the runaround claimed on 1/6/65and 12/22/64 from Los Angeles to Carthage, Missouri and return, in addition to that portion allowed in the Joint State Committee motion, and that the remainder of these claims be denied. JWAC Minutes November 8, 9, 10, 11, & 12, - 20 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* Case # Local 180, Los Angeles, California, and 11-5-2100 L. A. Seattle Motor Express OTR Local 180 takes the position L. A.S. M. E. owes W. L. Slater and Dispute R. D. Hipchen, 5 1/2 hours abuse of free time in Seattle - a total sum of \$16.89 due each man. DISPOSITION: Settled and Withdrawn. Case # Local 180, Los Angeles, California, and 11-5-2101 Pacific Intermountain Express OTR Case #6136: Local 180 takes the position that P.I.E. made an Dispute improper mileage cut on the Los Angeles-Denver run by way of the Navajo trail. The entire amount was made at one time and not at the proper 1/6 (one-sixth) as per Article 56, Section 2. Case #6141: Local 180 takes the position that P.I.E. owes E. E. Bennett and S. Weddill pay for 100 miles at the rate of 11.6¢ per mile, a total sum of \$5.30 due each man. DISPOSITION: Settled and Withdrawn. Local 180, Los Angeles, California 11-5-2102 Local 886, Oklahoma City, Oklahoma, and Transcon Lines OTR Dispute Company refused to pay layover in Los Angeles when men would not cross picket lines. (Main Committee - Transcript Page 93 - 11/9/65) M/m/s/c/ that the Central States' interpretation on picket lines is applicable. Anyone who was dispatched after the picket line was established to be paid. The Company and the Union to get together on any that there is a dispute as to whether they were dispatched or not and bring them in as factual cases, and we will rule on them at that time. Case # Local 180, Los Angeles, California, and 11-5-2103 Transcon Lines It is the position of Local 180 that driver A.G. Harris is entitled OTR to a runaround. The claim is for an Oakland trip. This occurred Dispute on June 3, 1965. DECISION: (Main Committee - Transcript Page 136 - 11/9/65) M/m/s/c/ that the claim of the Union be denied. \* JWAC Minutes November 8, 9, 10, 11, & 12, - 21 -1965

Case # Local 208, Los Angeles, California, and

11-5-2104 Exley Express

OTR The position of Local 208 is that the Company pay the senior local people who started after the Portland Line Drivers passed the L. A. Terminal.

DECISION: (Main Committee - Transcript Page 400 - 11/11/65)

M/m/s/and deadlocked that the claim of the Union be denied.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and

11-5-2105 Hecht Fast Freight

MASTER

The Company sold two (2) trucks and now have 6 trucks left. The Company is now using 6 leasers or owner-operators. The position of the Local Union is that the Company replace the original regular drivers that are now gone and if they have an overflow of freight, they then can have owner-operators or leasers to do this work

according to the Contract.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and

11-5-2106 I.M.L. Freight, Inc.

InterpreThis employee started to work May 25, 1965, and worked thru
tation
to July 2, 1965. He was then terminated within the 30-day probationary
period. He was then put back to work because he had worked over

the 30-day period.

The question involved is, being this man worked from May 25 to July 2, 1965, is the seniority date May 25, 1965, or some other date? Our position is that under the 30-day clause, it should be from the day he worked and completed his 30 days.

DISPOSITION: Case is improper before this committee.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and

11-5-2107 Transcon - Ringsby - Delta - C.M.E. - P.I.E. - Time and Valley

InterpreWe request an interpretation of Article 47, Section 2, of the Suppletation mental Agreement, which reads as follows: "Employees other than
regular and regular-extra employees shall be paid at the end of their

work period provided that a responsible person is on duty and in no event later than twenty-four hours after the work periods end. "Casual employees, out of our hall, are subject to wait from 2 to 4 days for a

one day check.
DISPOSITION: Withdrawn.

\* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* Local 208, Los Angeles, California, and Case # 11-5-2108 West Coast Cartage MASTER We request examination of records and request the J.S.C. to advise West Coast Cartage to cease farming out freight while Dispute regular drivers are on layoff. DISPOSITION: Case Filed in error. \* \* \* \* \* \* Case # Local 222, Salt Lake City, Utah, and 11-5-2109 Garrett Freightlines OTR Lambertsen and Transue, a Salt Lake sleeper team, claim 1/2 Dispute hour delay time (for each driver) on a date in May, 1965, and a similar claim on a date in August, 1965, when they were delayed at the site of road construction. (Main Committee - Transcript Page 207 - 11/10/65) M/m/s/c/ that based on the facts in this case, I move you the claim be paid. \* \* \* \* \* Local 224, Los Angeles, California, and Case # 11-5-2110 Cal-Canadian Motor Express MASTER Local 224, on behalf of Gerald H. Dees, Jr. and Albert Curtis, is claiming money shortages representing work time, layover pay, Dispute subsistence pay, vacation pay, holiday pay, etc. Total amount claimed for Gerald H. Dees, Jr. is \$5,443.30. Total amount claimed for Albert Curtis is \$8,981.53. DECISION: (Main Committee - Transcript Page 402 - 11/12/65) M/m/s/c/ that the Union has established the fact that the Company is subject to the grievance procedure of the Master and O.T.R. Agreements; therefore the case shall be heard on its merits by the Southern California JSC., and the committee further rules that we have knowledge of the cases that have been previously cited and strike sanctions being held by 224 against Cal-Canadian, and those particular cases shall be held in abeyance until this case is heard on its merits and decided by the grievance procedure. \* \* JWAC Minutes November 8, 9, 10, 11, & 12, - 23 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* Case # Local 224, Los Angeles, California, and 11-5-2111 Watson-Wilson Transportation Company OTR Local 224 on behalf of the members employed by Watson-Wilson Dispute claims check and fuel payments from the outset of the single man operation until the present time, based on a maintenance of standards which existed prior to the change of operations. DECISION: (Main Committee - Transcript Page 308 - 11/10/65) M/m/s/and deadlocked that the Union's claim be upheld. M/m/s/and did not receive a majority vote "that this case go to arbitration." Case # Local 287, San Jose, California, and 11-5-2112 Garden City Transportation Joint Company contends that a non-written agreement of 3 years standing Council 7 with 287 allows them to recall their short line men from layoff to perform Pick-Up and Delivery work, when all the local men are Dispute working. (Main Committee - Transcript Page 346 - 11/11/65) M/m/s/c/ that any money claims to date be denied and the Company is instructed to follow the contract in the future. Local 287, San Jose, California, and Case # 11-5-2113 Shippers Express Seniority protested by Herbert Nikolai Clausen. Seniority Dispute DECISION: (Main Committee - Transcript Page 353 - 11/11/65) M/m/s/c/ that the seniority dates for the individuals involved in Case 11-5-2113 be the dates first compensated for by the Company; namely, for Embrey on Wednesday, March 17th, and for Clausen, Thursday, March 18th. Local 307, Casper, Wyoming, and Case # Burlington Truck Lines 11-5-2114

OTR Linford Horton states: I claim a total of 1 1/4 hours check time for the weeks of July 19 and July 26, 1965. Company refused to pay.

DECISION: (Main Committee - Transcript Page 189 - 11/9/65) M/m/s/c/ that any checking over and above that required by the Interstate Commerce Commission regulations shall be compensated for by the employer. (The decision in this case applies to Cases #11-5-2115 - 11-5-2116 - 11-5-2117 - and 11-5-2118)

JWAC Minutes November 8, 9, 10, 11, & 12, 1965 DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* Local 307, Casper, Wyoming, and Case # 11-5-2115 Burlington Truck Lines Howard Cox states: I claim a total of 1 1/4 hours check time for the week of July 26, 1965. Company refused to pay. Dispute (Main Committee - Transcript Page 189 - 11/9/65) M/m/s/c/ that any checking over and above that required by the Interstate Commerce Commission regulations shall be compensated for by the employer. \* \* \* \* \* \* Case # Local 307, Casper, Wyoming, and 11-5-2116 Burlington Truck Lines Howard Cox states: I claim pay for time spent checking equipment. OTR Dispute DECISION: (Main Committee - Transcript Page 189 - 11/9/65) M/m/s/c/ that any checking over and above that required by the Interstate Commerce Commission regulations shall be compensated for by the employer. \* \* \* \* \* \* Local 307, Casper, Wyoming, and Case # 11-5-2117 Burlington Truck Lines Keith Chrisler states: I claim a total of 1 3/4 hours check time OTR for the weeks of July 19 and 26, 1965. Company refused to pay. Dispute DECISION: (Main Committee - Transcript Page 189 - 11/9/65) M/m/s/c/ that any checking over and above that required by the Interstate Commerce Commission regulations shall be compensated for by the employer. \* \* \* \* Case # Local 307, Casper, Wyoming, and 11-5-2118 Burlington Truck Lines Donald W. Ridgeway states: I claim a total of 2 1/2 hours check and waiting time for the weeks of July 31, and August 7, 1965. Dispute Company refused to pay. (Main Committee - Transcript Page 189 - 11/9/65) M/m/s/c/ that any checking over and above that required by the Interstate Commerce Commission regulations shall be compensated for by the employer. \* \* JWAC Minutes November 8, 9, 10, 11, & 12, - 25 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE 3/4 \* \* Local 315, Martinez, California, and Case # 11-5-2119 O.N.C. Employee worked more than 13 days in a thirty day period several Joint times in the last year and was paid broken time to avoid paying fringes. Council 7 Dispute Union's position is that employee should be put on seniority list. DECISION: (Main Committee - Transcript Page 388 - 11/11/65) M/m/s/c/ that the claim of the Union be denied. Local 357, Los Angeles, California, and Case # 11-5-2120 Transcon Lines For and on behalf of: T. D. Boice. "No bid sheet posted for Office Saturday, 6-5-65, work. Worked a girl, Kay Walker, out of classifi-Supplement cation with less seniority to do Group II verification clerk's job and stripping of freight bills. I am therefore claiming hours pay for that day in the amount of \$35.40. (Main Committee - Transcript Page 198 - 11/9/65) M/m/s/c/ that the claim of the Union be paid. \* \* \* \* Case # Local 467, San Bernardino, California, and Hollingsworth Trucking 11-5-2121 Local 467 hereby files a five day tie-up notice under Article 43, Office Section 5 and Article 41, of the Western States Area Office Employees Supplement Supplemental Agreement on behalf of Juanita M. Gruwell, in the Dispute amount of \$800.00. DISPOSITION: Settled and Withdrawn. \* \* \* \* Local 467, San Bernardino, California, and Case # 11-5-2122 Los Angeles City Express In this Area Local 467 has a Monday through Friday work week which Interpremakes Saturday a time and one-half (1 4/2) day and a peddle operation tation when operating in our area, should pay time and one-half for Saturday work. DISPOSITION: Settled and Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, - 26 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* s/c Local 467, San Bernardino, California, and Case # McKeown Transportation Company, Inc. 11-5-2123 OTR Local 467 hereby files a five day tie-up notice under Article 43 Section 5, of the National Master O. T. R. Agreement on behalf Dispute of H. M. Whitmire and J. R. Capshaw against McKeown Transportation Company, Inc. in the amount of \$202.76 or \$101.38 each. DECISION: (Main Committee - Transcript Page 131 - 11/9/65) M/m/s/c/ that the claim of the Union be upheld. Case # Local 468, Oakland, California, and 11-5-2124 Exley Express OTR Money claim for Reynolds. Union claiming (1) hour more pay under Dispute the (3) hour minimum in Los Angeles. Union is also claiming (9) hours pay for Wait Time at King City. (Main Committee - Transcript Page 246 - 11/10/65) M/m/s/c/ that the claim of the Union be upheld unless in the next ten days Exley Express can establish that they had this type of dispatch as a customary practice in the past. Local 468, Oakland, California, and 11-5-2125 O.N.C. Money claim for McDaniel and Horning. Union claims that O. N. C. OTR Dispute has no lay point or division point at Yreka, and that the men were laid over at Yreka and should be paid to Medford, which is the lay point or division point for O. N. C. (Main Committee - Transcript Page 173 - 11/9/65) M/m/s/c/ that the claim of the Union be denied because the load died in Yreka. \* Local 468, Oakland, California, and Case # 11-5-2126 O.N.C. Runaround for Stamats. Union is claiming 4 hours runaround pay. OTR Company dispatched #1 bid man, then #3 bid man, then extra men, Dispute then #4 bid man. Union maintains that once Company starts dispatching the bid men, they should follow in their positions. (Main Committee - Transcript Page 178 - 11/9/65) M/m/s/c/ that the claim of the Union should be upheld. JWAC Minutes November 8, 9, 10, 11, & 12, - 27 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* Local 690, Spokane, Washington, and United-Buckingham Freight Lines Local 690 is requesting two (2) Portland bid runs per day. Dispute DISPOSITION: Postponed. Case # Local 741, Seattle, Washington, and Los Angeles - Seattle Motor Express 11-5-2128 The agreed upon dispatch rules between LASME and Local 741 have an 8:00 a.m. cut-off time 7 days a week in all stations. Charles Dispute Swanson, man making the claim, signed out of Los Angeles at 7:30 a.m. and was displaced on the subsequent roll call out of Seattle. Therefore, he has 9 hours runaround due him. (Main Committee - Transcript Page 146 - 11/9/65) M/m/s/c/ that if the clock chart in question of that day, regardless of what statements you make, putting them in for your own convenience, shows that the man started on duty at 7:30, the Company pay the claim; if it doesn't, he has no claim. Case # Local 741, Seattle, Washington, and 11-5-2129 Los Angeles - Seattle Motor Express OTR Nine Seattle domiciled sleeper teams were laid over in Oakland, California from approximately August 21, 1965, to September 1/65, Dispute as a result of an Automotive Machinists picket line being posted at the LASME Oakland terminal. The Company allowed the layover pay until August 27 at 7:30 p.m. which time they removed the drivers from layover. The Union claims the drivers are entitled to full layover pay as per Article 54, Section 9 of the Over-The-Road Supplemental Agreement. (Main Committee - Transcript Page 153 - 11/9/65) M/m/s/and deadlocked that the claim of the Union be denied. M/m/s/and did not receive a majority vote 'that this case go to arbitration.' Local 741, Seattle, Washington, and 11-5-2130 Los Angeles - Seattle Motor Express Union claims a minimum of \$4.25 a day per driver for subsistence OTR for all time spent on a Seattle-Oakland-Seattle trip of August 21 Dispute through September 3, 1965.

DISPOSITION: (Main Committee - Transcript Page 163 - 11/9/65) Withdrawn by the Union. JWAC Minutes November 8, 9, 10, 11, & 12, - 28 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* Local 741, Seattle, Washington, and Case # 11-5-2131 Los Angeles - Seattle Motor Express Henry Baker and Cecil McDaniel, sleeper drivers for LASME, Dispute were in Oakland the week of August 22nd through 28th, 1965. Baker left by Company permission and flew to Seattle to begin his vacation on 8/27/65. Union claims the Company owes him round trip pay, plus air fare to Seattle. McDaniel left on 8/28/65 and rode home with another truck. Union claims round trip pay for him. (Main Committee - Transcript Page 167 - 11/9/65) M/m/s/c/ that based on the facts in the case the claim is denied. \* \* \* \* \* Local 741, Seattle, Washington, and Case # 11-5-2132 O.N.C. Teamsters Local Union 741 wishes to file the following grievance Interpreas an interpretive matter: tation QUESTION: Can the Company pass up a senior man and call in a junior man on the pretext that the junior man is a supervisor? The junior man always does some bargaining unit work but does not sign the work sheet. In this case, both men are qualified to do any of the work. DISPOSITION: Settled and Withdrawn. Local 741, Seattle, Washington, and Case # 11-5-2133 O.N.C. On September 13, 1965, a Portland domiciled driver was dispatched Interprefrom Portland, Oregon to Bellingham, Washington with a complete tation change of boxes at Seattle. The boxes picked up in Seattle were loaded with Bellingham freight, plus way freight for Everett, Washington with the result that a Seattle O. N. C. extra board driver, Bailey, did not work. Position of Local 741: Even though O. N. C. did file for and received a Change of Operations in July, 1962, Case #7-359, it does not supersede the application in Case #3-259, to which the Company was a party. DISPOSITION: Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, - 29 -1965

Case # Local 741, Seattle, Washington, and 11-5-2134 Pacific Intermountain Express

OTR
Under Article 56, WSA OTR Supplemental Agreement, Local 741
Dispute
claims improper mileage pay for Claire Mastin, sleeper driver
for Pacific Intermountain Express.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \* \*

Case # Local 741, Seattle, Washington, and 11-5-2135 Pacific Intermountain Express

InterpreViolation of Article 54, Section 9 (c) of the WSA OTR Supplemental
Agreement. Local 741 claims abuse of four (4) hours free time
for Pacific Intermountain Express Sleeper team Logstrom and
Nelson when they were put off duty in Chicago on 8/12/65 although
their load was ready to go.

DISPOSITION: Withdrawn.

\* \* \* \* \* \*

Case # Local 775, Denver, Colorado, and 11-5-2136 Navajo Freight Lines

Auto- William Chart claims four hours pay at time and one-half for motive work performed by junior employee on 7/8/65.

Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 775, Denver, Colorado, and

11-5-2137 Navajo Freight Lines

Auto- Bernard Reed claims the difference in pay for steam work which motive was done by mechanics on 7/8/65.

Dispute

DISPOSITION: Settled and Withdrawn.

\* \* \* \*

Case # Local 775, Denver, Colorado, and

11-5-2138 Navajo Freight Lines

MASTER

Local 775 requests the weekly guarantee for the week beginning

March 21, 1965, for all employees working under the provisions

of the Automotive Supplement.

DECISION: (Main Committee - Transcript Page 85 - 11/9/65) M/m/s/and deadlocked that the position of the Union be upheld.

M/m/s/ and did not receive a majority vote "that this case go to arbitration.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* Local 886, Oklahoma City, Oklahoma, and Case # 11-5-2139 Transcon Lines The Union claims that Section 4 applies on a runaround at home Interpretation terminal but if at destination or destination points, driver is OTR runaround again, Section 4 does not apply and then in that instance, driver has a right to claim time lost or difference in runs. DECISION: (Main Committee - Transcript Page 106 - 11/9/65) M/m/s/c/ that under Article 54, Section 4, the claim of 50 minutes be paid. \* \* \* \* \* Case # Local 961, Denver, Colorado, and 11-5-2140 Navajo Freight Lines Local 961 on behalf of its members employed at Navajo Freight MASTER Lines state: This grievance is being filed against Navajo Freight Dispute Lines because of the Company's failure to pay the \$5.00 on piggy-back. DISPOSITION: Postponed. \* \* \* \* \* \* Local 961, Denver, Colorado, and Case # Pacific Intermountain Express 11-5-2141 Robert Beeson and Richard Cramer state: We claim 148 hours as OTR we arrived in Oakland on 8/22 at 11:45 p.m. and departed 8/29, at Dispute 4:00 a.m. We called Company from Sacramento and we were told to bobtail into the Oakland terminal. Company employees drove tractor behind picket line and we were sent to bed. Several teams came into Port Chicago and bobtailed out while we stayed in the terminal, therefore, we claim 148 hours due. DISPOSITION: Settled and Withdrawn. \* \* \* \* Local 961, Denver, Colorado, and The Ringsby System 11-5-2142 Robert Penman states: I left Denver, 4/11/65 dispatched to OTR Oakland, California. Some 21 hours later, we left Oakland dis-Dispute patched back to Denver. Put in for the 21 hours under Article 49. The 8 hours was paid leaving 13 hours unpaid. I claim 13 hours. (Main Committee - Transcript Page 61 - 11/9/65) M/m/s/c/ that the claim be denied and that the decision in this case will apply to 2142, 2143 and 2144, since it involved the same man and the same issue. \* \* JWAC Minutes November 8, 9, 10, 11, & 12, - 31 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* Case # Local 961, Denver, Colorado, and 11-5-2143 The Ringsby System Robert Penman states: On 4/22/65, I was dispatched to Oakland. Dispute California. There the dispatch letter was given to the dispatcher and he told us nothing, but 11 1/2 hours later, we left Oakland dispatched to Denver. I claim 11 1/2 hours. DECISION: (Main Committee - Transcript Page 61 - 11/9/65) M/m/s/c/ that the claim be denied and that the decision in this case will apply to 2142, 2143 and 2144 since it involved the same man and the same issue. \* \* \* \* \* \* Case # Local 961, Denver, Colorado, and 11-5-2144 The Ringsby System OTR Robert Penman states: On 4/26/65, we were dispatched to Los Dispute Angeles, California. Upon arriving in Los Angeles, the dispatch envelope was handed to the dispatcher and were told nothing. Six hours later, we left Los Angeles, dispatched to Denver. On the way, I took sick and was told by the doctor in S. L. C. to get off the truck. When the truck arrived in Denver on this trip, my pay sheet was handed in, but it wasn't until I returned to work on May 13, 1965, and I made a trip to S. L. C. that I made the claim on this Los Angeles trip or on May 16, 1965. Bob Hughes wrote "declined" and sent the whole sheet back to me. DECISION: (Main Committee - Transcript Page 61 - 11/9/65) M/m/s/c/ that the claim be denied and that the decision in this case will apply to 2142, 2143 and 2144 since it involved the same man and the same issue. \* \* \* \* Case # Local 961, Denver, Colorado, and 11-5-2145 The Ringsby System This claim is being filed by the teams listed for all time spent in OTR Oakland, California, because of a legal picket line that the Company Dispute was aware of before they dispatched the listed driver teams into that area. (Main Committee - Transcript Page 64 - 11/9/65) M/m/s/c/ that the claim of the Union be denied. JWAC Minutes November 8, 9, 10, 11, & 12, 1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* Local 961, Denver, Colorado, and Case # 11-5-2146 Santa Fe Trail Transportation Co. W. C. Anderson states: I pulled an extra piece of equipment to Dispute Denver from Pueblo, run #X247, Tractor 683 and Trailer 209041 with 8,520 lbs. of freight and deadheaded back to Pueblo with James Page on run X-248, Tractor 690, Trailer 209044 and Mr.G. V. Horton coupled the run and deadhead miles together, he said it was not a complete run. DECISION: (Main Committee - Transcript Page 273 - 11/10/65) M/m/s/c/ that the claim of the Union be denied based on these facts. \* \* \* \* \* Local 983, Pocatello, Idaho, and 11-5-2147 Garrett Freightlines, Inc. JSC Motion: That the request of Teamsters Local 983 in Case MASTER #591 (Oct. 65-1) to place in effect the provisions of the National Dispute Master Freight Agreement and the Western States Area Office Workers Supplement at the Idaho operation in the bargaining unit previously established as the appropriate over-all unit by the National Labor Relations Board, be granted.' (Main Committee - Transcript Page 234 - 11/10/65) DECISION: M/m/s/c/ that Case No. 2-147 governs in this case and the Company comply with Article 2, Section 3, of the Master Agreement. \* \* \* \* Case # Local 208, Los Angeles, California, and 11-5-2148 West Coast Cartage Case No. SC 8-5-6096 - Sub-Contracting dispute. Sub-Contract-Referred to the Joint Western Area Committee for hearing by the National Grievance Committee. DECISION: (Main Committee - Transcript Page 210 - 11/10/65) M/m/s/and deadlocked that it comes under the Sub-Contracting provision in the Contract and it be sent to the National Committee. JWAC Minutes November 8, 9, 10, 11, & 12, - 33 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Local 224, Los Angeles, California, and 11-5-2149 Milne Truck Lines Warning Local 224 on behalf of Arthur Toube protests the warning notice issued to him on July 8, 1965, for "alleged failure to follow instructions" on July 3, 1965. Notice DECISION: (Main Committee - Transcript Page 399 - 11/10/65) M/m/s/c/ that based on the conflicting testimony, the warning notice be reduced to a written reprimand. \* \* \* \* \* \* Case # Local 468, Oakland, California, and 11-5-2150 Western Gillette Warning Protest of warning notice on DiSalvi. Notice DISPOSITION: Withdrawn. \* \* \* \* \* Local 741, Seattle, Washington, and Case # 11-5-2151 Consolidated Freightways, Inc. Local 741 protests the warning notice issued by Consolidated Warning Notice Freightways to Lee Bellah on September 17, 1965. (Main Committee - Transcript Page 399 - 11/10/65) M/m/s/c/ that the warning notice be reduced to a written reprimand. \* \* \* \* \* Local 741, Seattle, Washington, and Case # Consolidated Freightways, Inc. - Alaska Division 11-5-2152 Warning notice is without substance. No accident is involved and Warning Notice no equipment damage of any kind. DISPOSITION: Settled and Withdrawn. \* \* \* \* Local 741, Seattle, Washington, and Case # Pacific Intermountain Express 11-5-2153 Warning Local 741 protests the warning notice issued to Melvin Stueve by Pacific Intermountain Express on September 16, 1965. Notice DECISION: Main Committee - Transcript Page 399 - 11/9/65) M/m/s/and deadlocked that the warning notice be withdrawn. M/m/s/and did not receive a majority vote "that this case go to arbitration. \* \* \* JWAC Minutes November 8, 9, 10, 11, & 12,

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* Local 741, Seattle, Washington, and Case # United-Buckingham Freight Lines 11-5-2154 Protest of warning notice for dropping trailer. Warning Notice DISPOSITION: Settled and Withdrawn. \* \* \* Case # Local 961, Denver, Colorado, and 11-5-2155 The Ringsby System James A. Gaston states: This is a formal protest to the discharge Termination letter of August 16, 1965. DISPOSITION: Settled and Withdrawn. \* \* \* \* Case # Local 180, Los Angeles, California, and 11-5-2156 Milne Truck Lines Warning Local 180 takes the position that Fred Qualls was given a warning Notice letter without just cause. (Main Committee - Transcript Page 399 - 11/10/65) M/m/s/c/ that based on the conflicting testimony, the warning notice be reduced to a written reprimand. Local 81, Portland, Oregon, and Case # 11-5-2159 Denver-Chicago Truck Service P & D The Union is claiming runaround pay for Herold in the amount earned by the junior man. Dispute (Main Committee - Transcript Page 413 - 11/11/65) DECISION: M/m/s/c/ that this committee hold jurisdiction on Case No. 11-5-2159 until the next session. \* \* Local 81, Portland, Oregon, and Case # 11-5-2160 Los Angeles-Seattle Motor Express Local Union No. 81 is claiming 126 1/2 hours each for sleeper team McNeal and McNulty, delay time, from Los Angeles-Seattle Dispute Motor Express. DISPOSITION: Postponed. JWAC Minutes November 8, 9, 10, 11, & 12, - 35 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* \* \* \* Case # Local 81, Portland, Oregon, and Consolidated Freightways, Inc. 11-5-2161 Local Union No. 81 is claiming that Consolidated Freightways, Inc. MASTER is in violation of Article 14. "Compensation Claims," of the Dispute National Master Freight Agreement, the dispute involves employee Donald Downs. (Main Committee - Transcript Page 400 - 11/10/65) DECISION: M/m/s/c/ that in Case 11-5-2161 the Joint Western Area Committee does not have jurisdiction under the terms of the Collective Bargaining Agreement of the issue of whether an industrial accident has or has not occurred. Therefore, it is the decision of this committee that the grievance is outside the grievance procedure and outside the jurisdiction of this committee. \* \* \* Local 81, Portland, Oregon, and Case # 11-5-2162 Consolidated Freightways, Inc. Local Union No. 81 is claiming that Consolidated Freightways, Inc. OTR is in violation of Article 49, Section 3, of the Over-The-Road Dispute Supplemental Agreement concerning sleeper team, Wilson & Shearer. (Main Committee - Transcript Page 400 - 11/11/65) DECISION: M/m/s/c/ that under the facts in this case the two drivers, Wilson and Shearer, were not properly released from duty in Kansas City and are therefore entitled to the four hours claimed before boarding the bus, and the remainder of the claim be denied. \* \* \* Case # Local 81, Portland, Oregon, and 11-5-2163 Consolidated Freightways, Inc. Local Union No. 81 is claiming that Consolidated Freightways, Inc. is in violation of Article 49, Section 1, of the Over-The-Road Dispute Supplemental Agreement, and the Union is claiming 6 hours and 45 minutes pay for sleeper team Winters and Kennedy. DISPOSITION: Settled and Withdrawn. \* \* \* \* Local 81, Portland, Oregon, and Case # Consolidated Freightways, Inc. 11-5-2164 The Union is claiming runaround pay for driver R. Weideman amounting to 20 hours and 15 minutes. Dispute DISPOSITION: Settled and Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, - 36 -

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* \* \* \* \* \* \* Case # Local 81, Portland, Oregon, and 11-5-2165 Pacific Intermountain Express Local Union No. 81 is claiming 3 hours terminal delay time for OTR sleeper team Novach and Dawson from Pacific Intermountain Dispute Express. DISPOSITION: Settled and Withdrawn. Local 81, Portland, Oregon, and Case # 11-5-2166 Pacific Intermountain Express Local 81 is claiming that Pacific Intermountain Express is in OTR violation of Article 49, Section 1, of the Over-The-Road Supplemental Dispute Agreement by refusing to pay sleeper team Novach and Call 15 1/2 hours in Rawlins, Wyoming, when they had to wait to accumulate enough I.C.C. hours to complete their trip from Kansas City back to Portland. DISPOSITION: Settled and Withdrawn. Local 81, Portland, Oregon, and Case # 11-5-2167 Consolidated Freightways, Inc. Local Union 81 is claiming that Consolidated Freightways, Inc., is OTR in violation of Article 49, Section 3, of the Over-The-Road Supple-Dispute mental Agreement concerning sleeper team Darr and Kennedy. (Main Committee - Transcript Page 401 - 11 /12/65) DECISION: M/m/s/c/ that the claim of the Union be denied. Local 81, Portland, Oregon, and Case # Consolidated Freightways, Inc. 11-5-2168 The Union is claiming 25 hours pay for sleeper team Sifford OTR and Bigelow. Dispute DISPOSITION: Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, 1965 - 37 -

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* Case # Local 81, Portland, Oregon, and 11-5-2169 Consolidated Freightways, Inc. The Union contends that on September 7, 1965, sleeper team Waitman and Hallanger put down 45 minutes to leave highway and fuel and Dispute put on placards. The Company circled the time claim stating, "see me about this, miles are figured in to go to the terminal to fuel." The drivers maintain that they are entitled to all time spent in taking on fuel, plus, time spent leaving and returning to the highway. DECISION: (Main Committee - Transcript Page 401 - 11/11/65) M/m/s/c/ that under the facts of this case, I move that the claim of the Union be denied. \* \* \* \* \* Case # Local 81, Portland, Oregon, and 11-5-2170 Los Angeles-Seattle Motor Express OTR Local Union 81 is claiming four (4) hours pay for driver Robert Mann from Los Angeles-Seattle Motor Express for "out of fuel" Dispute delay at Roseburg, Oregon. DISPOSITION: Settled and Withdrawn. \* \* \* \* \* Local 222, Salt Lake City, Utah, and 11-5-2171 I.M.L. Freight, Inc. Matter of interpretation of the manner of allocating work on a Interpreholiday as it applies to the Western States Area Automotive Supplement. tation DECISION: (Main Committee - Transcript Page 295 - 11/10/65) M/m/s/c/ that the Union's position in Case 11-5-2171 be upheld and the interpretation be applicable from here on out, and no company suffer any back claims because of the interpretation. NOTE: The interpretation given by this committee has been forwarded to the National Grievance Committee for final disposition. \* \* \* \* \* \* Local 287, San Jose, California, and Case # 11-5-2172 Scoffone Trucking Local 287 vs Scoffone Trucking. Money dispute. OTR Dispute DISPOSITION: Settled and Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, - 38 -

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \* \* \* Local 468, Oakland, California, and 11-5-2173 Pierce Auto Freight OTR Local 468 vs Pierce Auto Freight. Cab Fares. Dispute DECISION: (Main Committee - Transcript Page 259 - 11/10/65) M/m/s/and deadlocked that the claim of the Union be denied. M/m/s/ and did not receive a majority vote "that this case go to arbitration. \* \* \* Case # Local 468, Oakland, California, and 11-5-2174 Pacific Intermountain Express Local 468 vs Pacific Intermountain Express. Pay claim for Dispute Shaw and Partner. (Main Committee - Transcript Page 321 - 11/11/65) M/m/s/c/ that based on the dispatch procedures of P.I.E., the claim of the Union be upheld. \* \* \* \* \* \* Local 468, Oakland, California, and Case # 11-5-2175 Pacific Intermountain Express OTR Local 468 vs Pacific Intermountain Express. Christian and Dispute Steele. (Main Committee - Transcript Page 333 - 11/11/65) M/m/s/c/ that the claim of the Union be denied based on the facts in this case. \* \* \* \* Local 468, Oakland, California, and 11-5-2176 Pacific Intermountain Express Local 468 vs Pacific Intermountain Express. Money claim -OTR Pratt and French. Dispute (Main Committee - Transcript Page 342 - 11/11/65) DECISION: M/m/s/ and deadlocked that the claim of the Union be upheld. M/m/s/ and did not receive a majority vote "that this case go to arbitration." \* \* \* \* Local 468, Oakland, California, and Case # 11-5-2177 Valley Motor Lines CB-1682 - Local 468 vs Valley Motor Lines. Fresno turn - Reynaud. OTR CB-1683 - Local 468 vs Valley Motor Lines. Runaround-Reterson. Dispute CB-1684 - Local 468 vs Valley Motor Lines. Runaround - Davis. DISPOSITION: Settled and Withdrawn. JWAC Minutes November 8, 9, 10, 11, & 12, - 39 -1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE Local 81, Portland, Oregon, and 11-5-2178 Oregon-Nevada-California Fast Freight Local Union 81 is protesting a warning letter issued to James Warning Kellogg by Oregon-Nevada-California Fast Freight on August 11, 1965, Letter for alleged failure to follow instructions. DISPOSITION: Settled and Withdrawn. Case # Local 81, Portland, Oregon, and 11-5-2179 Oregon-Nevada-California Fast Freight Warning Local Union 81 is protesting a warning letter issued to James Notice Kellogg by Oregon-Nevada-California Fast Freight for alleged failure to report for work on August 20, 1965.

\* \* \*

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California 11-5-2180 Dole Company

MASTER The Union claims that the company is utilizing a sub-hauler instead of their own equipment.

DECISION: (Main Committee - Transcript Page 356 - 11/11/65) M/m/s/c/ that based on the facts in this case, I move the claim of the Union be denied.

Case # Local 961, Denver, Colorado, and 11-5-2181 Illinois-California Express, Inc.

OTR Claim of Hiteshew and Conley for abuse of free time.

Dispute

DECISION: (Main Committee - Transcript Page 393 - 11/11/65) M/m/s/and deadlocked that based on the specific facts in this case, the claim of the Union be denied. M/m/s/and did not receive a majority vote "that this case go to arbitration."

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